



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name	Amendment No:
0781917(b)	Pathemis, PC	1

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount			
Original Amount:			
Amendment 1 Amount:	\$110,000.00		
Current Amount:	Addition or Reduction:	New Total:	
\$639,754.00	\$529,754.00	\$110,000.00	
Agreement Term			
Original Start Date:	07/01/2022	Original End Term:	06/30/2025
Amendment 1 Start Date:	08/03/2022	Amendment 1 End Date:	06/30/2025

Paragraph Changes:

Paragraph 3 – Payments (Edit)

“six hundred thirty-nine thousand seven hundred fifty-four dollars and zero cents (\$639,754.00)” edited to read “one hundred ten thousand dollars and zero cents (\$110,000.00)”

Exhibit B (Edit)

“In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

For any examinations performed by the Contractor on an as-needed basis, payment for the services described in Exhibit A shall be paid by type of examination performed at the following rates:

- Full autopsy shall be paid at a rate of ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$1,850.00);
- Limited autopsy shall be paid at a rate of EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$800.00);
- Clinical inspection (external) and/or review of records shall be paid at a rate of FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00); and
- Specialized protocol (including SIDS protocol and homicide protocol) shall be paid at a rate of TWO THOUSAND FIVE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$2,550.00); and
- Medico-legal testimony at Coroner's inquests shall be paid at the rate of FIFTY DOLLARS AND ZERO CENTS (\$50.00) per inquest.

A clinical inspection refers to an external examination and review of case history and medical records. A review of records refers to an accepted non-removal case where the decedent does not undergo any type of physical examination but includes a thorough review of medical records and determination of a cause and manner of death. A limited autopsy refers to a partial internal examination. A full autopsy refers to a complete internal examination including cranial vault examination. A specialized protocol refers to a complete internal examination including cranial vault examination and following specialized protocols.

This Agreement does not guarantee services of Contractor will be required and Contractor will only be paid for services performed, as described above.

No later than the 10th of each month Contractor shall submit to Coroner an invoice for services provided including a list of cases in which autopsies were performed during the preceding month. The list should specify case number, name of decedent, date of examination, and type of examination. Payment by County shall be made no later than the 25th day of the month following the month in which the autopsies were performed."

Edited to read:

"In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Description of Service	Fee			
	March 1, 2020	August 3, 2022	July 1, 2023	July 1, 2024

	through August 2, 2022	through June 30, 2023	through June 30, 2024	through June 30, 2025
Clinical Inspection (External) and/or Review of Records	\$500.00	\$520.00	\$540.80	\$562.43
Limited Autopsy	\$800.00	\$832.00	\$865.20	\$899.81
Full Autopsy	\$1,850.00	\$1,924.00	\$2000.96	\$2,081.00
Specialized Protocol (SUID/Homicide)	\$2,550.00	\$2,652.00	\$2,758.08	\$2,868.40

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**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND PATHEMIS, PC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 2nd day of August, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pathemis, PC, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for forensic pathology services on the 1st day of July, 2022; and

WHEREAS, the parties wish to amend the Agreement to increase the not-to-exceed amount.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 - Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed one hundred ten thousand dollars and zero cents (\$110,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the county at the time of contract termination or expiration. Contractor is not entitled to pay for work not performed as required by this agreement.

2. Exhibit B of the agreement is amended to read as follows:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Description of Service	Fee			
	March 1, 2020 through August 2, 2022	August 3, 2022 through June 30, 2023	July 1, 2023 through June 30, 2024	July 1, 2024 through June 30, 2025
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3. **All other terms and conditions of the agreement dated July 1, 2022, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PATHEMIS, PC

Angellee Chen
Contractor Signature

7/26/2022
Date

Angellee Chen
Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By: Don Hordley Resolution No. 079078(c)
President, Board of Supervisors, San Mateo County

Date: August 2, 2022

ATTEST: Phil Gallagher
By:
Clerk of Said Board